

**TOWN OF DAVIE**  
**TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Bruce Taylor, Utilities Director, 954-327-3741

**PREPARED BY:** Phillip R. Holste, Program Manager, 954-797-1041

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** 1

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR APPROXIMATELY 14 ACRES OF PROPERTY TO BE USED FOR THE NEW WATER AND WASTEWATER FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

**REPORT IN BRIEF:** The Town has identified the need for new water and wastewater facilities to serve the current and future needs of the Regional Activity Center (RAC) and Transit-Oriented Corridor (TOC). These facilities will include a reverse osmosis water treatment plant and advanced wastewater treatment plant. Since the future water needs of the RAC area exceed those of the TOC, staff determined that the new plant should be located in the RAC. Beginning two years ago, staff sought to identify a 12-14 acre site for these new facilities. Unfortunately, few vacant parcels existed that met the location and size requirements. At this time, the Town approached the Florida State Board of Trustees about purchasing a portion of their property currently leased by the University of Florida and utilized as the IFAS facility. The Board of Trustees agreed to this request and approved the surplus of approximately 14 acres. This resolution is the proposed purchase and sale agreement for the surplus property.

The proposed purchase price is \$6,203,000. The average appraised property value is \$6,314,500 or 1.7% above the purchase price.

The total estimated acquisition costs are \$6,258,007. All acquisition costs would be charged to the Utilities Capital Projects Account. The Town has completed the following due diligence actions: appraisals, Phase I Environmental Site Assessment (ESA), Phase II

ESA and title search. Upon contract approval, the Town will update the survey certification.

**PREVIOUS ACTIONS:** R2008-111 (Intent of Town to bond for water and sewer improvements including new water and wastewater facilities), R2008-191 (FY09-13 Capital Projects resolution approving new water/wastewater facilities and land acquisition), R2009-21 (Phase I of Design/Build Contract with AECOM for new water/wastewater facilities, R2009-179 (Revised Ten Year Water Supply Plan)

**CONCURRENCES:** The Town Attorney has reviewed and approved the contract.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$6,258,007

Account name and number: Utilities Water and Wastewater Capital  
Projects Account (#041-1058-536.64-36)

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Exhibit A: Purchase and Sale Agreement; Exhibit B: Capital Projects Budget; Exhibit C: Location Map, Exhibit D: Property Survey, Exhibit E: Estimated Remaining Expenses

RESOLUTION \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND APPROPRIATE TOWN OFFICIALS TO EXECUTE THE PURCHASE AND SALE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA FOR APPROXIMATELY 14 ACRES OF PROPERTY TO BE USED FOR THE NEW WATER AND WASTEWATER FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Davie has identified the need for new water and wastewater facilities to serve the current and future water and wastewater needs of the Town of Davie Utilities Service Area; and

WHEREAS, the Town of Davie determined that the Regional Activity Center (RAC) would be the best location for these facilities; and

WHEREAS, the Town of Davie needs approximately 14 acres of land for the new water and wastewater facilities and does not own sufficient property in the RAC; and

WHEREAS, the Board of Trustees of the Internal Improvement is the present owner of approximately 100 acres in the RAC and is a willing seller of approximately 14 acres of this property; and

WHEREAS, the Town of Davie has determined that this property is suitable for the new water and wastewater facilities;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby approves the Purchase and Sale Agreement (Exhibit A) for the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida property and authorizes its execution by the Mayor and appropriate Town officials.

SECTION 2. The Town Council also authorizes the Mayor and appropriate Town officials to execute any additional documents related to this acquisition.

SECTION 3. The Town Council expresses its intent to utilize proceeds from the Utilities Water and Wastewater Capital Projects Account (#041-1058-536.64-36) for the acquisition of the property.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ ,  
2009.

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ , 2009

**EXHIBIT A: PURCHASE CONTRACT**

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CONTRACT FOR SALE AND PURCHASE  
AND  
DEPOSIT RECEIPT

THIS Contract for Sale and Purchase and Deposit Receipt ("Contract") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between SELLER and BUYER as follows:

SELLER: Board of Trustees of the Internal Improvement Trust Fund of the State of Florida by and through its agent the Division of State Lands of the State of Florida Department of Environmental Protection ("DEP")

ADDRESS: State of Florida Department of Environmental Protection  
Division of State Lands  
Bureau of Public Land Administration  
3900 Commonwealth Boulevard  
Mail Station 130  
Tallahassee, Florida 32399-3000

BUYER: Town of Davie, Florida, a municipal corporation

Address: Davie Town Hall  
6591 Orange Drive  
Davie, Florida 33314

Phone: (954) 797-1000

1. AGREEMENT TO SELL: SELLER hereby agrees to sell and BUYER hereby agrees to buy in accordance with this Contract the real property, that is more particularly described in attached EXHIBIT "A" of this Contract (the "Property").

2. PURCHASE PRICE: BUYER hereby offers the following purchase price for the Property in the amount of SIX MILLION TWO HUNDRED THREE THOUSAND AND NO/100 DOLLARS (\$6,203,000), which shall be paid in the following manner:





a. Deposit: BUYER deposits herewith SIX HUNDRED TWENTY THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$620,300) in the form of a certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the State of Florida Department of Environmental Protection representing ten percent (10%) of the total purchase price as an earnest money ("Deposit").

b. Balance: The balance of the purchase price in the amount of FIVE MILLION FIVE HUNDRED EIGHTY TWO THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$5,582,700) shall be paid by certified or cashier's check from a financial institution as defined in Section 655.005, Florida Statutes, made payable to the State of Florida Department of Environmental Protection at the time of closing.

3. TIME OF ACCEPTANCE: If this offer is not accepted by SELLER, the Deposit shall be returned to BUYER and this offer shall be null and void.

4. CLOSING, EXPENSES AND POSSESSION: This Contract shall be closed following approval by SELLER, and the deed delivered after execution by SELLER. SELLER will deliver possession of the Property to BUYER at closing. The following are additional details of closing:

a. Time and Place: The closing shall be on or before 120 days after SELLER'S execution of this Contract. The date, time and place of closing shall be set by DEP.

b. Conveyance: At closing, SELLER will deliver to BUYER a fully executed quitclaim deed conveying the Property and any improvements in "AS IS, WHERE IS CONDITION," without warranties or representations, subject to a reservation in favor of the SELLER of an undivided three-fourths interest in phosphate, minerals and metals and an undivided one-half interest in all petroleum pursuant to Section 270.11, Florida Statutes.

c. Expenses: BUYER shall be responsible for and pay all closing costs associated with the Property including, but not limited to, advertising costs, appraisal costs, survey costs, documentary stamp tax on the deed, recording fees, abstract or title insurance fees, and attorneys' fees. BUYER shall reimburse DEP at closing for any closing costs that are initially paid for by DEP. Any costs of sale incurred by SELLER or by other



parties on behalf of SELLER shall be paid by separate certified or cashier's check made payable to the State of Florida Department of Environmental Protection or an escrow agent designated by DEP at the time of closing. SELLER may require that the closing be processed by and through a title insurance company or other closing agent, designated by DEP, and BUYER shall pay any costs charged by such company or agent for this closing service. If BUYER obtains a survey of the Property, nothing contained therein shall affect the purchase price or terms of this Contract.

5. REAL ESTATE TAXES, EASEMENTS, RESTRICTIONS AND ENCUMBRANCES: BUYER agrees to pay all outstanding real estate taxes. BUYER agrees to take title to the Property subject to any outstanding taxes, special liens or assessments, comprehensive land use plans, zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions, qualifications and matters appearing on the plat or otherwise common to the subdivision, restrictive covenants, public utility easements and all outstanding easements, reservations and other interests.

6. WETLANDS: Any wetlands on the Property may be subject to the permitting requirements of DEP or the applicable water management district.

7. CONDITION OF THE PROPERTY: BUYER acknowledges that he has inspected the Property and agrees to accept the Property in "AS IS, WHERE IS CONDITION." SELLER makes no warranties or representations whatever as to the condition of the Property or any improvements located thereon, or the fitness of either for any particular use or purpose.

8. RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health department.

9. RISK OF LOSS: In the event of any substantial damage to the Property (in excess of \$5,000) between the date of this Contract and the date of closing, SELLER shall have the option of restoring the damaged Property to its condition immediately

prior to the occurrence causing the damage, in which event, BUYER shall complete the transaction as originally planned. If these repairs are not completed prior to closing date, closing will be extended until such time as the repairs are completed. If SELLER elects not to restore the damaged Property, BUYER'S sole remedy shall be the right to rescind this Contract by giving written notice to SELLER and to receive a refund of the Deposit or, alternatively, to proceed to closing on the Property, as damaged, without adjustment in the purchase price. In the event of any lesser damage (\$5,000 or less), the parties shall proceed to closing as though no damage had occurred.

10. DEFAULT: If BUYER fails to close on or before the date set forth in paragraph 4.a. of this Contract, the Deposit may be retained by SELLER as agreed upon liquidated damages, consideration for execution of this Contract and in full settlement of any claims; whereupon this Contract shall be terminated and SELLER and BUYER shall be relieved of all obligations under this Contract; or SELLER, at SELLER'S option, may elect to specifically enforce this Contract. If SELLER fails to deliver the quit claim deed to BUYER on or before the closing date set forth in paragraph 4.a. of this Contract, BUYER may elect to receive the return of the Deposit, whereupon this Contract shall be terminated and BUYER and SELLER shall be relieved of all obligations under this Contract; or BUYER, at BUYER'S option, may seek specific performance.

11. SUCCESSORS: Upon execution of this Contract by BUYER, this Contract shall be binding upon and inure to the benefit of BUYER, his heirs, successors or assigns.

12. RECORDING: Neither this Contract nor any notice of it may be recorded in any county by any person.

13. ASSIGNMENT: This Contract shall not be assigned by BUYER without the prior written consent of SELLER.

14. TIME OF ESSENCE: Time is of the essence in the performance of this Contract.

15. AMENDMENTS: This Contract contains the entire agreement and all representations of the parties. No amendment will be effective except when reduced to writing signed by all parties.



Notwithstanding the foregoing, the parties acknowledge that the legal description of the Property is based upon historic chain of title information, without the benefit of a current survey. The parties agree that if, in the opinion of SELLER, it becomes necessary to amend the legal description to correct errors, to more properly describe the Property, or to otherwise revise the legal description of the Property, the legal description to be used in the survey (if any) and in the closing instruments required by this Contract for the Property shall be revised by or at the direction of SELLER, and shall be subject to the final approval of SELLER. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Contract. In such event, the SELLER'S execution and delivery of the closing instruments containing the revised legal description and the BUYER'S acceptance of said instruments and of the final survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

16. SURVIVAL: The covenants of this Contract will survive delivery and recording of deed and possession of the Property.

17. ACCEPTANCE OF OFFER: SELLER reserves the right to reject this offer. Therefore, this Contract shall not bind SELLER, DEP or the State of Florida in any manner unless or until it is approved and legally executed by SELLER.

The parties have caused this Contract to be executed on the day and year first above written. \_\_\_\_\_



**"BUYER"**

**TOWN OF DAVIE, FLORIDA, a  
Florida municipal corporation**

By:

\_\_\_\_\_  
JUDY PAUL, its Mayor

ATTEST:

\_\_\_\_\_  
F.E.I.N.

\_\_\_\_\_  
Date signed by Buyer

\_\_\_\_\_  
(954) 797-1030

\_\_\_\_\_  
Phone No.

8 a.m. - 5 p.m.

(OFFICIAL SEAL)

Approved as to form and  
legality:

\_\_\_\_\_  
SIGNATURE/TITLE





"SELLER"

BOARD OF TRUSTEES OF THE INTERNAL  
IMPROVEMENT TRUST FUND OF THE  
STATE OF FLORIDA

By: \_\_\_\_\_ (SEAL)

TITLE: \_\_\_\_\_  
DIVISION OF STATE LANDS,  
STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

APPROVED AS TO FORM AND  
LEGALITY

BY: \_\_\_\_\_  
DEP ATTORNEY



EXHIBIT "A"

**LEGAL DESCRIPTION**

**DESCRIPTION:** (PREPARED BY SURVEYOR)

A PARCEL OF LAND BEING A PORTION OF TRACTS 6, 7, AND 8 OF TIER 45 OF "NEWMAN'S SURVEY" ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN A FOUND 4"x4" CONCRETE MONUMENT (STAMPED PRM #3356) AT THE SOUTHWESTERLY CORNER OF LANDS DESCRIBED IN "EXHIBIT 1" AS RECORDED IN OFFICIAL RECORDS BOOK 31315, PAGE 0933 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 14°43'21" EAST, ALONG THE WESTERLY BOUNDARY OF SAID LANDS, A DISTANCE OF 1442.53 FEET TO A POINT, SAID POINT BEING REFERENCED BY A 1" IRON PIPE (NO IDENTIFICATION), LYING SOUTH 75°16'30" EAST A DISTANCE OF 15.00; THENCE FROM SAID POINT, SOUTH 75°16'30" EAST, ALONG THE NORTHERLY LINE OF SAID LANDS, A DISTANCE OF 498.36 FEET TO A 5/8" STEEL ROD AND CAP (STAMPED LB #5075); THENCE DEPARTING THE NORTHERLY BOUNDARY OF SAID LANDS, SOUTH 14°43'21" WEST, A DISTANCE OF 738.50 FEET TO A 5/8" STEEL ROD AND CAP (STAMPED LB #5075); THENCE NORTH 75°16'39" WEST, A DISTANCE OF 159.11 FEET TO A 5/8" STEEL ROD AND CAP (STAMPED LB #5075); THENCE SOUTH 14°43'21" WEST, A DISTANCE OF 643.44 FEET TO A 5/8" STEEL ROD AND CAP (STAMPED LB #5075) AT THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 570.00 FEET; AND A CHORD BEARING SOUTH 61°54'06" EAST, A DISTANCE OF 263.16 FEET; THENCE ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°41'36", AN ARC DISTANCE OF 265.56 FEET TO A 5/8" STEEL ROD AND CAP (STAMPED LB #5075). LOCATED ON THE SOUTHERLY LINE OF THE AFOREMENTIONED LANDS DESCRIBED IN "EXHIBIT 1" AND THE NORTHERLY RIGHT OF WAY LINE OF S.E. 30th STREET (60 FOOT WIDE RIGHT OF WAY); THENCE NORTH 75°14'54" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 595.27 FEET TO THE POINT OF BEGINNING.

TAX II  
P  
O.R.

BSM APPROVED  
By HT Date 2/26/09



**EXHIBIT B: CAPITAL PROJECTS BUDGET**

RESOLUTION NO. R-2008-191

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ADOPTING THE 5-YEAR CAPITAL PROJECTS PROGRAM FOR THE TOWN OF DAVIE FOR FISCAL YEARS 2009-2013.

WHEREAS, the Town of Davie has needs for improvements in facilities, infrastructure and equipment; and

WHEREAS, various departments have submitted proposals for their various capital needs; and

WHEREAS, the Town Administrator has reviewed and approved the submissions of the departments and has recommended the various projects provided for in the Capital Projects Program.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The proposed Capital Projects Program budget, after public hearing, discussion, and amendments thereto, is hereby submitted in accordance with the Exhibits, attached hereto.

SECTION 2. The Town Council of the Town of Davie does hereby adopt said budget for the 2009-2013 fiscal years.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF August, 2008.

  
\_\_\_\_\_  
MAYOR/COUNCILMEMBER

ATTEST:

  
\_\_\_\_\_  
TOWN CLERK

APPROVED THIS 20<sup>th</sup> DAY OF August, 2008

**Town of Davie**  
**Capital Improvements Project Description Form**

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**DEPARTMENT / DIVISION:** Utilities

**CONTACT NAME / PHONE NUMBER:** Bruce Taylor, 954-327-3741

**PROJECT TITLE:** New Water and Wastewater Plant and Infrastructure

**PROJECT TYPE:** New Construction

**PROJECT DETAIL:**

Reverse osmosis water treatment plant (WTP) and advanced wastewater treatment plant (WWTP) and related facilities (office, transfer pumping, chemical feed, lime sludge handling, deep well disposal, and required system piping upgrades). Increased capacity is necessary to meet current and future demand. We will seek grants and appropriations and issue bonds toward the cost of this WTP and WWTP.

**STRATEGIC PRIORITY:**

☐ COMP PLAN ☒ COUNCIL GOAL ☐ CODE REQUIREMENT ☒ OTHER  
☐ PUBLIC HAZARD ☐ REGIONAL PLAN ☐ ASSET REPLACEMENT

**DESCRIBE:** Supply water and wastewater services to the existing community and allow for future growth in the Town.

**REQUEST TYPE:** ☒ NEW ☐ REPLACEMENT ☒ CARRYOVER

**PROJECT JUSTIFICATION:**

New development in the Town

**PROJECT SUPPORT (Town Council, Boards, Committees, etc.):** Town Council

**PROJECT ALTERNATIVES:** None

**IMPACT OF PROJECT ON OTHER DEPARTMENTS (Support Services):**

New development cannot be approved without the new plants.

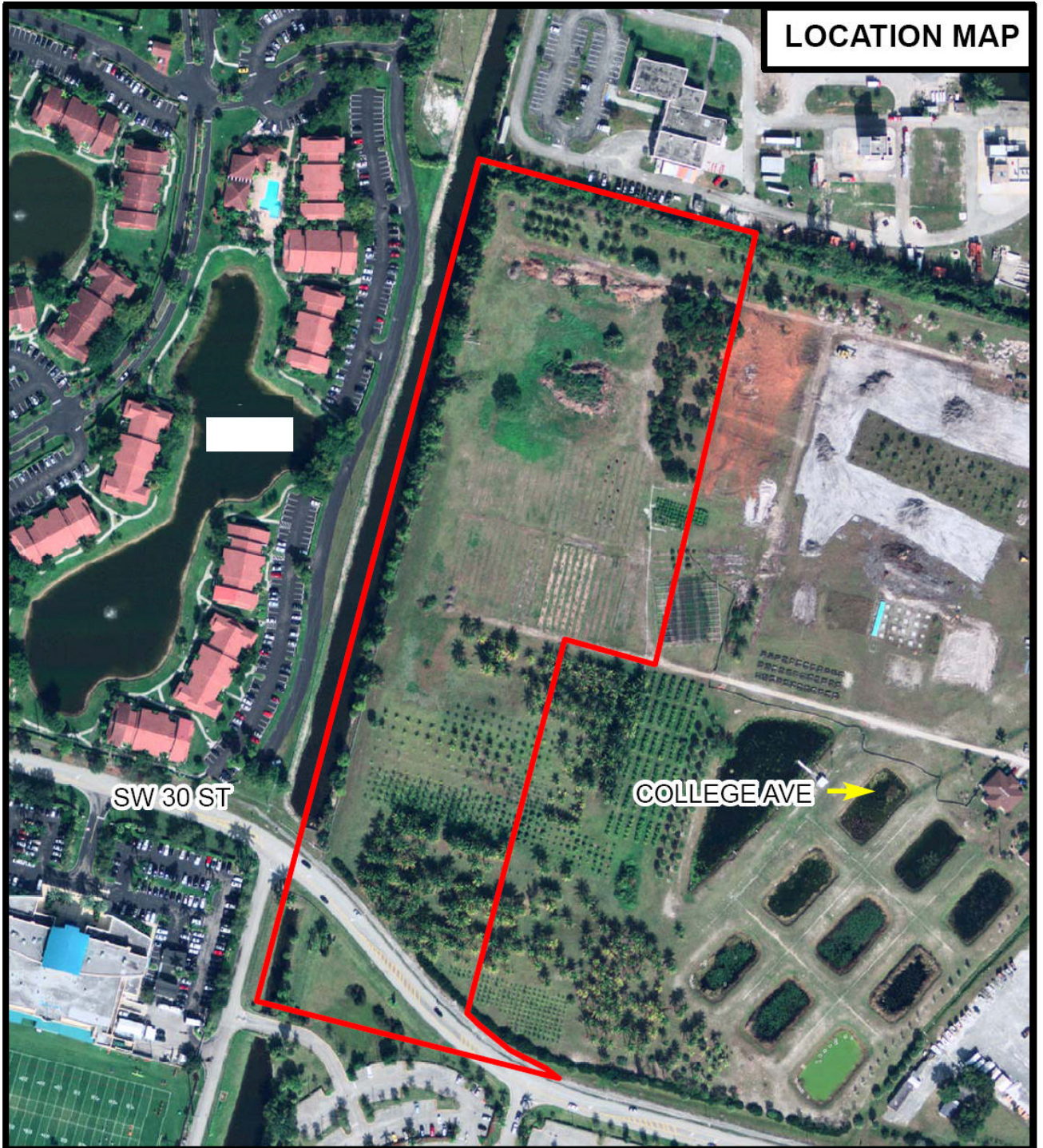
**CONSEQUENCES OF DELAYING THE PROJECT:**

New development cannot be approved



PROJECT IDENTIFICATION				PROJECT LOCATION MAP			
PROJECT NAME:	New Water and Wastewater Plant & Infrastructure						
USER DEPARTMENT:	Utilities						
PROJECT NUMBER:							
PROJECT LOCATION:	3500 NW 76 Avenue						
ACCOUNT NUMBER:							
PROJECT INFORMATION							
PROJECT SUMMARY							
Reverse osmosis water treatment plant (WTP) and advanced wastewater treatment plant (WWTP) and related facilities (office, transfer pumping, chemical feed, lime sludge handling, deep well disposal, and required system piping upgrades). Increased capacity is necessary to meet current and future demand. We will seek grants and appropriations and issue bonds toward the cost of this WTP and WWTP.							
RELATIONSHIP TO OTHER PROJECTS							
This project relates to plans for the TOC and RAC							
EXPENDITURE SCHEDULE (000'S): do not use less than \$1,000							
COSTS	Project to Date	Future Total	FY09	FY10	FY11	FY12	FY13
Planning, Design, Permitting		\$12,000,000	\$8,100,000	\$1,300,000	\$1,300,000	\$1,300,000	
Land Acquisition		\$8,000,000	\$8,000,000				
Site Work Improvements		\$0					
Construction		\$91,950,000	\$16,968,750	\$24,993,750	\$24,993,750	\$24,993,750	
Furnishings/Equipment		\$0					
Accrual		\$0					
TOTAL	\$0	\$111,950,000	\$33,068,750	\$26,293,750	\$26,293,750	\$26,293,750	\$0
FUNDING SOURCES & SCHEDULE (000'S)							
Current Approved Bonds		\$0					
General Fund Undesignated							
Unreserved Fund Balance		\$0					
Police Forfeiture Funds		\$0					
Grants		\$0					
Enterprise Fund Undesignated							
Unreserved Retained Earnings		\$0					
Impact Fees, e.g. Police, Fire, Open Space, Recreation		\$0					
Other - Utility Rate Increase - Ord. 2007-38		\$111,950,000	\$33,068,750	\$26,293,750	\$26,293,750	\$26,293,750	
UNFUNDED (project cannot be completed)		\$0					
TOTAL	\$0	\$111,950,000	\$33,068,750	\$26,293,750	\$26,293,750	\$26,293,750	\$0
OPERATING BUDGET IMPACT (000'S)				SCHEDULE INFORMATION			
Description	1st Year	2nd Year	3rd Year	START FINISH			
Personnel \$\$\$		\$40,000	\$40,000	GRANTS			
Operation & Maint. \$\$\$		\$110,000	\$110,000	PROPERTY			
Other Costs \$\$\$				DESIGN			
Offsetting Revenue/Savings				PERMITTING			
NET OPERATING IMPACT	\$0	\$150,000	\$150,000	CONSTRUCTION Dec-08 Sep-10			

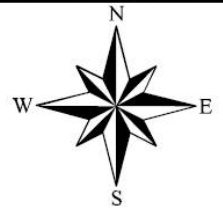
**EXHIBIT C: LOCATION MAP**



## LEGEND



Acquisition Area



NOT TO SCALE



**EXHIBIT D: PROPERTY SURVEY**



## EXHIBIT E: ESTIMATED REMAINING EXPENDITURES

### **Board of Trustees Purchase: Estimated Remaining Expenditures**

	TOTAL
PURCHASE PRICE	\$ 6,203,000
APPRAISALS	COMPLETED
SURVEY (EST)	\$ 5,000
ESA PHASE I	COMPLETED
ESA PHASE II	COMPLETED
TITLE SEARCH	COMPLETED
TITLE INSURANCE (EST)	\$ 25,000
ATTORNEY FEES (EST)	\$ 5,000
RECORDING FEES	\$ 27
CONTINGENCIES	\$ 20,000
TOTAL ESTIMATED COST	\$ 6,258,027